



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO SUCCESSOR
MEMORANDA OF UNDERSTANDING WITH
BARGAINING UNITS 511 (ENGINEERING TECHNICIANS) AND
BARGAINING UNIT 512 (SUPERVISING ENGINEERING TECHNICIANS)
(ALL DISTRICTS)
(3-VOTES)**

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 1 to the Memorandum of Understanding (MOU) for the Engineering Technicians employee representation Unit 511.
2. Approve Amendment No. 1 to the Memorandum of Understanding (MOU) for the Supervising Engineering Technicians employee representation Unit 512.
3. Adopt the accompanying ordinance amending Title 6 of the Los Angeles County Code to apply the same provision in the above amendments to certain non-represented Regional Planning classes.
4. Instruct Auditor-Controller to make the system changes necessary to implement these recommendations.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

The Successor MOU for Bargaining Units 511 and 512 was ratified by the California Association of Professional Employees (CAPE) for a three-year term covering the period of October 1, 2006, through September 30, 2009. Recently, Los Angeles County and the CAPE successfully negotiated a change to this contract. With this Amendment No. 1, an approximate 2.75% (11 standard salary levels) bonus will be added for eligible employees in represented classes in the "Regional Planning Series" of classes effective December 1, 2007. To be eligible, employees must possess a current American Institute of Certified Planners (AICP) Certification. The purpose of the bonus is to encourage enhancement of knowledge and skills, and ensure professionalism of the employees and the organization.

Non-Represented Employees

In light of these agreements, it would be appropriate to extend comparable pay to non-represented employees. This bonus will apply to all non-represented Regional Planning employees employed on a permanent, full-time position designated as "A" Monthly Permanent who possess a current certification from the AICP. This bonus, which is detailed in the accompanying ordinance, will help preserve appropriate internal pay relationships between the various affected classes.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan goal of Workforce Excellence by correctly reflecting the terms of the MOUs.

FISCAL IMPACT/FINANCING

This recommendation is within the parameters established by your Board. The County's pension actuary, Buck Consultants, has advised that although the proposed salary adjustment exceeds LACERA's current assumptions regarding salary inflation, it impacts a very small fraction of the retirement plan population and will have no significant impact on the Plan's funding status.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

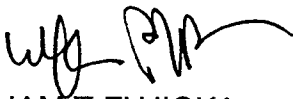
This Amendment No. 1 has been ratified by the CAPE. The agreement has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors
May 6, 2008
Page 3

IMPACT ON CURRENT SERVICES

Your approval of this recommendation will enhance the operational effectiveness of the department through proper compensation of specific classifications and employees.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JA:
WGL:MP:rld

Attachments

c: Executive Officer, Board of Supervisors
 County Counsel
 Auditor-Controller
 Regional Planning

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
ENGINEERING TECHNICIANS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made
and entered into this 6th day of May, 2008,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO (hereinafter referred
to as "CAPE")

WHEREAS, on the 9th day of January, 2007, the parties entered into a
Memorandum of Understanding regarding the Engineering Technicians Employee
Representation Unit, which Memorandum of Understanding was subsequently approved
and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the
MOU as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 7 – Special Pay Practices; to reflect a negotiated certificate bonus for specific classifications within the regional planning series during the term of the MOU as appended hereto.
2. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 4, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

CALIFORNIA ASSOCIATION
OF PROFESSIONAL
EMPLOYEES, M.E.B.A.,
AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By Brian C. Brooks

By 
Chief Executive Officer

By _____

By _____

By _____

By _____

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his/her Department head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to \$.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Administrative Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents (\$.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents (\$.50) per hour for each hour of such standby service not to exceed one hundred dollars (\$100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Administrative Office. The Department shall notify an employee in writing of the approval or denial of his/her

written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CAO's approval in writing. To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23, Out-Of-Class Assignments for the same assignment.

The additional compensation provided in the Section shall not be constitute a base rate.

Section 8. American Institute of Certified Planners (AICP) Certification

Effective December 1, 2007, the parties agree that employees in the classifications listed below, employed in a full-time, permanent position and meet the following conditions shall receive a monthly bonus of eleven (11) levels (approximately 2.75%):

- Proof of active American Institute of Certified Planners (AICP) Certification.
- The employee's last Performance Evaluation must be "Competent" or higher.
- New hires shall receive the bonus, as long as they maintain a competent level of performance.

- New hires must not be on an improvement plan as part of an overall Improvement Needed Performance Evaluation.

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Regional Planner II	4440
Regional Planner I	4439
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Land Division Specialist	4432
Senior Regional Planning Assistant	4431
Regional Planning Assistant II	4430
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Senior Planning Aid	4476
Planning Aid IV	4475
Planning Aid III	4473
Planning Aid II	4472
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

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By Brian C. Brooks

By WJ MR
Chief Executive Officer

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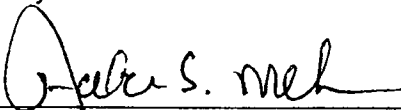
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ANALYSIS

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by adding a departmental provision authorizing payment of a certification bonus to qualified non-represented employees in the Department of Regional Planning.

RAYMOND G. FORTNER, JR.
County Counsel

By: 
HALVOR S. MELOM
Principal Deputy County Counsel
Labor & Employment Division

HSM:asv

Requested: 01/03/08
Revised: 01/14/08

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code relating to the implementation of a certification bonus in the Department of Regional Planning.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.112.030 (Department of Regional Planning – Certification Bonus) is hereby added to read as follows:

Chapter 6.112

DEPARTMENT OF REGIONAL PLANNING

Sections:

6.112.010 Positions
6.112.020 Member, regional planning commission
6.112.030 Certification Bonus

. . .

6.112.030 Certification Bonus

Effective December 1, 2007, any person who is employed on a permanent, full-time position designated as "A" Monthly Permanent who possesses a current American Institute of Certified Planners (AICP) Certification issued by the American Institute of Certified Planners will receive a bonus of eleven (11) standard salary levels (approximately 2.75%) or 2.75% for Management Appraisal and Performance Plan (MAPP) participants. This provision shall apply to only those persons who have received a current performance evaluation of "Competent" or "Met Expectations" or better. Any such compensation shall not constitute a base rate.

SECTION 2. Pursuant to Government Code Section 25123 (f), this ordinance shall take effect immediately and shall be construed and applied as if it were effective and operative on and after December 1, 2007.

[AICPBONUSKPCEO]